

REMARKS

Applicants respectfully request reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

Claim 7 is requested to be cancelled without prejudice or disclaimer. Claims 1 and 6 are currently being amended. New claims 17-34 have been added. Claim 17 is based in part on claim 1, but is directed to a system including a vessel. Claims 18-32 are based on claims 2-16, respectively. New claims 33 and 34 are method claims. No new matter has been added.

This amendment adds, changes and deletes claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claim(s) remain under examination in the application, is presented, with an appropriate defined status identifier.

After amending the claims as set forth above, claims 1-6 and 8-34 are now pending in this application.

35 U.S.C. § 112, Second Paragraph Rejection

Claims 1-16 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. The claims have been amended to address the issues raised in the Office Action, and applicants submit that the rejection under 35 U.S.C. § 112, second paragraph, has been overcome.

35 U.S.C. § 101, Rejection

Claims 1-16 are rejected under 35 U.S.C. § 101. The claims have been amended to address the issues raised in the Office Action, and applicants submit that the rejection under 35 U.S.C. § 101 has been overcome.

Double Patenting and Rejections under 35 U.S.C. §§ 102 and 103

Claims 1-16 are rejected on the ground of non-statutory obviousness-type double patenting as being unpatentable over claims 1-17 of U.S. Patent No. 7,114,885 (hereinafter “Løset”). Claims 1-16 are rejected under 35 U.S.C. § 102(e) as being anticipated by Løset or WO 2004/028895 (hereinafter “Wipo ‘895”). Claims 1, 2, 4, 6-9 and 11-16 are rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,169,265 (“Butler”). Claim 3 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Butler in view of U.S. Patent No. 4,031,919 (hereinafter “Ortloff”). Claim 5 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Butler in view of U.S. Patent No. 4,782,781 (hereinafter “Poldervaart”). Claim 10 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Butler in view of U.S. Patent No. 2,419,053 (“Bennett”). Applicants respectfully traverse these rejection for at least the following reasons.

Claim 1

Independent claim 1, as amended to include features from claim 7, recites: “wherein the riser in the vicinity of the stretching or tensioning means is provided with a collar designed to reduce detrimental impact on the riser caused by relative movement of the stretching or tension means with respect to the riser.” None of Løset, as claimed or disclosed, Wipo ‘895, or Butler discloses a riser with a collar in the vicinity of a stretching or tensioning means, much less such a collar designed to reduce detrimental impact on the riser caused by relative movement of the stretching or tension means with respect to the riser. Claim 1 is patentable over Løset, Wipo ‘895, and Butler for at least this reason.

Claims 17 and 33

New independent claim 17 recites “protection means connected to the vessel for protecting the riser from impact, the protection means being submerged below the vessel and covering at least an upper part of the riser, and terminating above the sea bed, the protection means being formed of a plurality of separate units suspended from each other and a stretching means or a tensioning means arranged at a lower end of the protection means, the

protection means being configured to retract to a protected position below the sea surface together with the riser when the riser is in the non-operative position.” None of Løset, as claimed or disclosed, Wipo ‘895, or Butler discloses at least this feature of claim 17.

Løset discloses a riser 18, riser protection means 20 and a riser socket 22. In contrast to claim 17, however, Løset does not disclose a protection means, which is formed of a plurality of separate units suspended from each other and a stretching means or a tensioning means, submerged below the vessel and terminating above the sea bed. Assuming arguendo that the riser socket 22 of Løset could be considered to be a stretching means, Løset does not disclose that when the riser 18 is connected to the vessel below the vessel, the riser socket 22 is terminated above the sea bed.

Moreover, it would not have been obvious to have modified the structure of the Løset system to arrive at that as claimed. The present invention, as claimed in claim 17, provides a deep water flexible riser system (See paragraphs 0020, 0038 and 0041 of the present specification), and thus the tensioning means is terminated above the sea bed when the flexible riser is connected to the vessel below the vessel during operations. By contrast, the Løset system has structure for use in shallow waters, and one skilled in the art would thus not modify the Løset system to have the structure as recited in claim 17. Analogous arguments apply to Wipo’895, which is the WIPO version of Løset.

Butler also fails to disclose the features of claim 17 of a protection means, which is formed of a plurality of separate units suspended from each other and a stretching means or a tensioning means, submerged below the vessel and terminating above the sea bed.

Butler merely relates to a passive fire protection system, where the system structure is arranged above sea level (See col. 1, lines 58-61; col. 2, lines 16-34). Thus, Butler does not disclose a protection means terminated above the sea bed when the flexible riser is connected to the vessel below the vessel. Moreover, one skilled in the art would not have modified the Butler system to arrange it below the vessel during operation. One skilled in the art would realize that such fire protection need not be arranged below sea level and below the vessel.

Accordingly, it is respectfully submitted that the present invention of claim 17 is neither anticipated, nor rendered obvious, by Butler.

With respect to the arrangement of the fire protection system of Butler below sea level, the Patent Office states on page 5 of the Office Action of September 20, 2007: “in the case of a storm, hurricane etc, as water level rises the protection means of Butler would be submerged.” Applicants note, however, that claim 17 requires that for the structure of claim 17, the protection means is terminated above the sea bed when the flexible riser is connected to the vessel below the vessel. Even during a storm or hurricane, Butler, by contrast, does not suggest that its fire protection system should be arranged below the vessel.

The applied references of Ortloff, Poldervaart and Bennett were cited for disclosing other features of the dependent claims, but fail to cure the deficiencies of Butler.

New method claim 33 recites “transferring hydrocarbons between the sea bed installation and the vessel while the protection means is connected to the vessel and submerged below the vessel, such that the protection means covers at least an upper part of the riser and such that both the plurality of separate units and the stretching or tensioning means are disposed above the sea bed, the protection means arranged to protect the riser from impact.”

Applicants believe that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are

needed for timely acceptance of papers submitted herewith, Applicants hereby petition for such extension under 37 C.F.R. §1.136 and authorize payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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